

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NEW YORK

FILED
IN CLERK'S OFFICE
U.S. DISTRICT COURT E.D.N.Y.

★ OCT 28 2016 ★

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PEDRO FONTANES

Plaintiff,

-against-

FLUSHING ROOSEVELT ASSOCIATES, LLC
and, ASIAN JEWELS SEAFOOD RESTAURANT
CORP.

Defendants.
-----X

: Case No. 16-CV-04357
: **STIPULATION TO SET ASIDE**
: **DEFAULT**

BROOKLYN OFFICE

WHEREAS the Plaintiff commenced this action on or about August 4, 2016 by filing of a complaint; and

WHEREAS Plaintiff subsequently filed proofs of service of the summons and complaint in this action; and

WHEREAS defendant Asian Jewels Seafood Restaurant Corp. has interposed an answer to the complaint; and

WHEREAS defendant FLUSHING ROOSEVELT ASSOCIATES, LLC, did not answer or otherwise defend this action, before plaintiff requested the that Clerk of the Court entered a default pursuant to FRCP 55(a); and

WHEREAS defendant FLUSHING ROOSEVELT ASSOCIATES, LLC's avers that its failure was inadvertent and not intentional that it has meritorious defenses to the instant action;

IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned counsel for the parties, that the parties consent to setting aside the default of defendant FLUSHING ROOSEVELT ASSOCIATES, LLC entered by the Clerk pursuant to FRCP 55(a), and it is

FURTHER STIPULATED AND AGREED that the time for defendant FLUSHING ROOSEVELT ASSOCIATES, LLC to answer or otherwise respond to the complaint in this action is enlarged up to and including October 19, 2016, provided that the parties also expressly agree that FLUSHING ROOSEVELT ASSOCIATES, LLC shall waive any defenses to effective service of process.

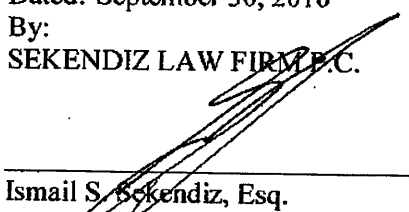
The agreements reached herein by and among the parties are not intended to waive plaintiff's right to seek a subsequent default, should a further event of default occur, and plaintiff expressly reserves his right to move this court for a default against FLUSHING ROOSEVELT ASSOCIATES, LLC, if FLUSHING ROOSEVELT ASSOCIATES, LLC fails to answer the complaint in this action, on or before the date stipulated herein, or as otherwise directed by the Court.

This Stipulation may be executed with counterpart signatures all of which taken together shall constitute an original and may also be executed by signatures via facsimile or electronic transmittal, in lieu of an original or machine generated or copied document.

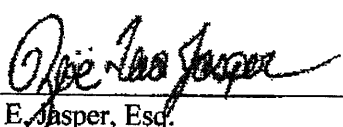
Dated: September 30, 2016

By:

SEKENDIZ LAW FIRM P.C.


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Flushing Roosevelt Associates, LLC and
Asian Jewels Seafood Restaurant Corp.

SO ORDERED